



ATTORNEY DOCKET NO.:
BECK1120-1

DECLARATION FOR PATENT APPLICATION

As a below-named inventor, I hereby declare that:

My residence, post office address and citizenship is as stated below next to my name.

I believe that I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled **METHODS AND SYSTEMS FOR DETECTING MHC CLASS I AND II BINDING PEPTIDES**, the specification of which

_____ is attached hereto.

 X was filed on October 10, 2003, (Attorney Docket No.: BECK1120-1) as U.S. Application Serial No. 10/684,268 and was amended on _____ if applicable (the "Application").

I hereby authorize and request insertion of the application serial number of the Application when officially known.

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose to the United States Patent and Trademark Office all information known to me to be material to patentability of the subject matter of the Application as defined in Title 37, Code of Federal Regulations ("C.F.R."), § 1.56.

With respect to the Application, I hereby claim the benefit under 35 U.S.C.
Section 119(e) of any United States provisional application(s) listed below:

(Application Serial No.)

(Filing Date)

(Application Serial No.)

(Filing Date)

(Application Serial No.)

(Filing Date)

With respect to the Application, I hereby claim the benefit under 35 U.S.C.
Section 120 of any United States application(s), or Section 365(c) of any PCT International
application designating the United States, listed below and, insofar as the subject matter of
each of the claims of the application is not disclosed in the prior United States or PCT
International application in the manner provided by the first paragraph of 35 U.S.C.
Section 112, I acknowledge the duty to disclose to the United States Patent and Trademark
Office all information known to me to be material to patentability of the subject matter of the
Application as defined in Title 37, C.F.R., Section 1.56 which became available between the
filing date of the prior application and the national or PCT International filing date of the
Application:

10/269,473
(Application Serial No.)

October 11, 2002
(Filing Date)

Pending
(Status)
(patented, pending, abandoned)

(Application Serial No.)

(Filing Date)

(Status)
(patented, pending, abandoned)

(Application Serial No.)

(Filing Date)

(Status)
(patented, pending, abandoned)

I hereby declare that all statements made herein of my own knowledge are true
and that all statements made on information and belief are believed to be true; and further that

these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of first inventor: **Felix A. Montero-Julian**

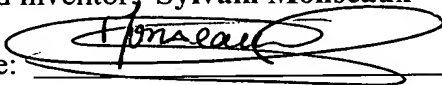
Inventor's signature:  _____

Date: November 26th, 2003

Residence: Marseille, France
Country of Citizenship: Mexico

Post Office Address: 130 Avenue de Lattre de Tassigny
13276 Marseille, Cedex 9 France

Full name of second inventor: **Sylvain Monseaux**

Inventor's signature:  _____

Date: November 26th, 2003

Residence: Marseille, France
Country of Citizenship: France

Post Office Address: 18, Rue Francis Davso
13001 Marseille, France



PATENT
ATTORNEY DOCKET NO.: BECK1120-1

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Montero-Julian and Monseaux Art Unit: 1641
Application No.: 10/684,268 Examiner: Not Yet Assigned
Filed: October 10, 2003 Confirmation No.: 1728
Title: METHODS AND SYSTEMS FOR DETECTING MHC CLASS I AND II
BINDING PEPTIDES

MAIL STOP MISSING PARTS
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

POWER OF ATTORNEY BY ASSIGNEE

As the below-named assignee of the above-identified application ("Application"):

BECKMAN COULTER, INC. is the assignee of the entire right, title and interest in the above-identified patent by virtue of the attached Assignment.

BECKMAN COULTER, INC. hereby appoints the following attorneys of the assignee to prosecute the Application and to transact all business in the United States Patent and Trademark Office connected therewith:

JOHN L. ADAIR	Registration No. 48,828
ARI G. AKMAL	Registration No. 51,338
DAVID L. ALBERTI	Registration No. 43,465
DARYL BASHAM	Registration No. 45,869
MARK L. BERRIER	Registration No. 35,066
JOHN J. BRUCKNER	Registration No. 35,816
LISA A. HAILE	Registration No. 38,347
JACOB V. HANDY	Registration No. 48,347
RICHARD J. IMBRA	Registration No. 37,643
PETER R. LEAL	Registration No. 24,226
JUNE M. LEARN	Registration No. 31,238
ALAN A. LIMBACH	Registration No. 39,749
GEORGE C. LIMBACH	Registration No. 19,305
KARL A. LIMBACH	Registration No. 18,689
TIMOTHY W. LOHSE	Registration No. 35,255
GEORGE R. MEYER	Registration No. 35,284
DEAN NAKAMURA	Registration No. 33,981
ANTONY M. NOVOM	Registration No. 45,517
KELLY K. REYNOLDS	Registration No. 51,154
MICHAEL T. ROSATO	Registration No. 52,182
GERALD T. SEKIMURA	Registration No. 30,103
MICHAEL R. SHEVLIN	Registration No. 38,724
TAMARA SHIELDS	Registration No. 52,221
ANDREW V. SMITH	Registration No. 43,132

In re Application of:
Montero-Julian and Monseaux
Application No.: 10/684,268
Filed: October 10, 2003
Page 2

PATENT
Attorney Docket No.: BECK1120-1

STEVEN R. SPRINKLE
KIEUN J. SUNG
MARK M. TAKAHASHI
EMANUEL J. VACCHIANO
EDWARD B. WELLER
NAN WU
RONALD L. YIN
BARRY N. YOUNG

Registration No. 40,825
Registration No. 48,639
Registration No. 38,631
Registration No. 43,964
Registration No. 37,468
Registration No. 43,360
Registration No. 27,607
Registration No. 27,744

I hereby authorize and request insertion of the application number of the
Application when officially known.

Direct all telephone calls to:

LISA A. HAILE, J.D., PH.D.

Telephone: (858) 677-1456

Facsimile: (858) 677-1465

Address all correspondence to:

LISA A. HAILE, J.D., PH.D.

GRAY CARY WARE & FREIDENRICH LLP

4365 Executive Drive, Suite 1100

San Diego, CA 92121-2133

BECKMAN COULTER, INC.

By: 

Name: JOHN A. WEISS

Title: ASSISTANT SECRETARY

Date: 10/10/2003

ASSIGNMENT

This assignment ("Assignment") is made by Felix A. Montero-Julian of Marseille, France and Sylvain Monseaux of Marseille, France (collectively, the "Assignors") to Assignee, **BECKMAN COULTER, INC.** ("Assignee"), having a place of business at 4300 N. Harbor Boulevard, Fullerton, California 92834-3100.

Recitals

A. Each of the Assignors has invented a new and useful invention entitled **METHODS AND SYSTEMS FOR DETECTING MHC CLASS I AND II BINDING PEPTIDES** for which an application for United States Letters Patent Application was filed October 10, 2003 in the United States Patent and Trademark Office.

B. Each of the Assignors authorizes and requests insertion of the serial number of the application when officially known:

The United States Application Serial No.: 10/684,268;

C. Each of the Assignors believes the Assignors to be the original, first and joint inventors of the invention disclosed and/or claimed in the application for Letters Patent.

D. The parties desire to have a recordable instrument assigning from the Assignors to the Assignee the entire rights, title and interest in and to the invention, the application and all Letters Patent in the United States and throughout the world that may be granted or issued for the invention or that derive a right of priority from the application (including, without limitation, all divisional, continuation, continuation-in-part and continued prosecution applications thereof, and all reissues and reexaminations thereof, and all foreign counterparts thereof) (collectively, the "Invention Patents").

Agreement

NOW, THEREFORE, in accordance with the obligations to assign the Invention Patents and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Assignors agrees to the foregoing and as follows:

1. Each of the Assignors does and will sell, assign and transfer to Assignee, such Assignor's entire rights, title, and interest in and to each of the Invention Patents, including, without limitation, the rights to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.

2. Each of the Assignors agrees that, upon request and without further compensation, but at no expense to such Assignor, such Assignor and such Assignor's legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, and for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world. In the event that Assignee is unable for any reason to secure any of the Assignors' signatures to any document that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, or for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world, each such Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as such Assignor's agents and attorneys-in-fact to act for and on such Assignor's behalf and instead of such Assignor to execute such document, all with the same legal force and effect as if executed by such Assignor.

3. Each of the Assignors represents and warrants that such Assignor has not granted and will not grant to others either (1) any rights, title or interest in and to any of the Invention Patents, or (2) any rights inconsistent with the rights granted herein.


4. Each of the Assignors authorizes and requests the Assistant Commissioner for Patents of the United States and the various counterparts thereof throughout the world to issue and/or grant any Letters Patent granted for each of the Invention Patents to Assignee, its successors and assigns, as the assignee of the entire interest in such Invention Patents.

5. This Assignment constitutes the entire agreement with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. No waiver, amendment, or modification of this Assignment shall be effective against the Assignee, unless in writing executed by a duly authorized representative of the Assignee. This Assignment shall be governed in all respects by the laws of the United States of America and by the laws of the state/province of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in California, as applicable, for any matter arising out of or relating to this Assignment, except that in any action seeking to enforce any order or any judgment of such federal or state courts located in California, such personal jurisdiction shall be nonexclusive. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Assignee for which there will be no adequate remedy at law, and Assignee shall be entitled to injunctive relief and/or a decree of specific performance, and such other relief as may be proper.

IN WITNESS WHEREOF, each of the Assignors has executed this Assignment
on the date(s) provided below.

Date: November 26th, 2003

Assignor: Felix A. Montero-Julian

Signature: 

Date: November 26th, 2003

Assignor: Sylvain Monseaux

Signature: 